

**DEPARTMENT OF BUDGET AND MANAGEMENT  
PERSONAL SERVICES CONTRACT**

with

**THIS CONTRACT**, entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ is between the Department of \_\_\_\_\_ and \_\_\_\_\_ whose address is \_\_\_\_\_, whose Social Security Number is \_\_\_\_\_ ("EMPLOYEE").

**ARTICLE I: NATURE OF CONTRACT**

This Contract establishes an employer-employee relationship between \_\_\_\_\_ and the Employee, with the Employee employed as a contractual employee pursuant to the State Personnel and Pensions Article ("SPP"), Title 13 of the Annotated Code of Maryland.

The Employee is not a Maryland State Employee, and is not entitled to the benefits afforded employees such as retirement, paid holidays, certain employer-paid or shared benefits, salary increments, etc. Further, the Employee is not covered by the Merit system of the SPP, nor Title 12 of the SPP or any other similar rights or protection afforded to non-contractual employees of the State.

**ARTICLE II: TERM**

The term of this contract is from \_\_\_\_\_ through \_\_\_\_\_.

**ARTICLE III: SCOPE OF WORK**

During the term of this Contract, the Employee agrees to perform duties as

---

**ARTICLE IV: CONSIDERATION AND METHOD OF PAYMENT**

\_\_\_\_\_ shall pay the Employee at the rate of \_\_\_\_\_ per hour/day. The Employee's pay is equivalent to a Grade \_\_\_\_, Step \_\_\_\_ . The Employee's normal workday shall

consist of 8.0 hours, and his/her regular workweek shall consist of 40.0 hours worked Wednesday through Tuesday, excluding Saturday and Sunday.

\_\_\_\_\_ shall pay the Employee on a bi-weekly basis and shall be responsible for withholding taxes and Social Security payments due as a result of such compensation. The total amount of compensation paid to the Employee during the contract shall not exceed \$\_\_\_\_\_.

#### **ARTICLE V: EMPLOYEE HEALTH COVERAGE**

As long as the Employee's contract states the Employee is expected to work at least 30 hours per week, or an average of 130 hours month, for a period greater than 90 consecutive days, the Employee is eligible to enroll in all benefits offered under the State Employee and Retiree Health and Welfare Benefits Program (the "Program") with the exception of flexible spending accounts. Medical and prescription drug coverage elected for the Employee and any eligible dependents will be subsidized at 75%. Enrollment by the Employee in dental, term life, spouse life, child life, and/or accidental death and dismemberment coverage will be paid entirely by the Employee. The Employee will receive coupons for each month of the plan year for remittance of his/her share of the cost of any benefits selected for enrollment.

#### **ARTICLE VI: TRAVEL DISBURSEMENT**

If expenses are approved in advance by \_\_\_\_\_, the Employee may be reimbursed for travel expenses incurred in the performance of this Contract in accordance with the Standard Travel Regulations.

#### **ARTICLE VII: CONDUCT AND SUPERVISION**

\_\_\_\_\_ will supply the Employee with all materials, equipment and supplies necessary to the satisfactory performance of services under the Contract. The Employee will work in the

offices of the Department of \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_, Maryland \_\_\_\_\_, which shall be his/her principal place of employment.

#### **ARTICLE VIII: PAYMENT FOR JURY DUTY**

The Employee may receive the Employee's regular hourly rate of pay for jury service and only when the Employee's jury service occurs on the Employee's scheduled workday. An Employee who receives a notice to appear for jury service shall notify the appointing authority without delay. If, after reporting for jury duty, the Employee is dismissed for the day, the Employee shall return to work if time permits. This payment will be prorated based on the Employee's percentage of employment. An individual employed less than 50 percent of the workweek will not receive payment for jury service.

#### **ARTICLE IX: NOT AGENT FOR \_\_\_\_\_**

The Employee is not an agent of the State of Maryland or \_\_\_\_\_, and cannot commit the State or \_\_\_\_\_ to any expenditure of funds or enter into any contractual obligation on his/her behalf.

#### **ARTICLE X: MODIFICATIONS WITH SCOPE OF WORK**

\_\_\_\_\_ shall have the right, in its discretion, to alter or modify the services required by the Contract, provided that such alterations or modifications are within the general scope of work of the Contract.

#### **ARTICLE XI: TERMINATION**

This Contract is an "at-will" employment contract. As such, the \_\_\_\_\_ may, in its sole discretion and without cause, terminate this Contract at any time. Likewise, the Employee may terminate this Contract at any time for any reason or no reason. The Employee understands that the fact that this Contract is meant to be of a fixed duration does nothing to alter

this “at-will” employment status.

Additionally, should the Employee be terminated with prejudice for actions so egregious that the employee does not merit employment in any capacity with the State, the Employee shall be permanently barred from any future employment in any capacity with the State. If the Employee is notified that he/she is being terminated with prejudice, the Employee shall have ten (10) business days to provide a written appeal to the appropriate appointing authority explaining why the Employee believes the termination with prejudice determination is inappropriate. Within fifteen (15) days after receiving an appeal, the appointing authority shall issue the Employee a written decision. The decision of the appointing authority on any such appeal is final.

#### **ARTICLE XII: RIGHTS IN DATA**

\_\_\_\_\_ shall at all times be considered the owner of all research, notes, data, computations, estimates or other information produced or obtained by the Employee during the performance of this Contract, and of any memoranda, reports or other work products resulting therefrom.

#### **ARTICLE XIII: MULTI-YEAR RESTRICTION**

If the term of this Contract extends into future fiscal years of the State, this Contract shall terminate automatically upon the failure of the General Assembly to appropriate funds for such future performance. Termination shall be effective as of the beginning of the fiscal year for which funds were not appropriated.

#### **ARTICLE XIV: LAW APPLICABLE**

This Contract is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to

decide any question arising hereunder.

**ARTICLE XV : WARRANTY**

The Employee agrees to execute all work under this Contract continuously and diligently.

**ARTICLE XVI: MERGER**

This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Contract by causing the same to be signed as of the day and year first above written.

**EMPLOYEE:** \_\_\_\_\_

\_\_\_\_\_  
Witness

By \_\_\_\_\_

**DEPARTMENT OF** \_\_\_\_\_

\_\_\_\_\_  
Witness

By \_\_\_\_\_

Director